

1 AN ACT in relation to property.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 Section 5. The Landlord and Tenant Act is amended by
5 adding Section 10 as follows:

6 (765 ILCS 705/10 new)

7 Sec. 10. Residential real property; locks and keys.

8 (a) A lease of a mobile home as defined in the Mobile
9 Home Landlord and Tenant Rights Act is a lease of residential
10 real property for purposes of this Section.

11 (b) Whenever a person leases residential real property,
12 the lessor must install a new lock on every entry door
13 providing access to the leased premises and must give the
14 lessee a key or keys that will operate each such lock. The
15 lessor must install each such lock and give the lessee the
16 key or keys no later than the time that the lessee takes
17 possession of the premises. The lessor must ensure that a
18 lock installed under this Section cannot be operated by a key
19 given by the lessor to any other lessee of property from the
20 lessor.

21 (c) A lessor who fails to install a lock or provide a
22 key as required under subsection (b) commits a business
23 offense punishable by a fine of not less than \$2,000.

24 (d) Upon the termination of a lease of residential real
25 property, or when a lessee otherwise vacates leased
26 residential real property, the lessee must return to the
27 lessor every key that operates a lock on an entry door
28 providing access to the leased premises. Notwithstanding any
29 provision in the Security Deposit Return Act or the Mobile
30 Home Landlord and Tenant Rights Act to the contrary, the
31 lessor may withhold the entire amount of a lessee's security

1 deposit until the lessee complies with this subsection. The
2 lessor is not liable to the lessee for any interest on any
3 portion of the lessee's security deposit withheld under this
4 subsection.

5 Section 10. The Security Deposit Return Act is amended
6 by changing Section 1 and adding Section 1.5 as follows:

7 (765 ILCS 710/1) (from Ch. 80, par. 101)

8 Sec. 1. Except as provided in Section 1.5, a lessor of
9 residential real property, containing 5 or more units, who
10 has received a security deposit from a lessee to secure the
11 payment of rent or to compensate for damage to the leased
12 property may not withhold any part of that deposit as
13 compensation for property damage unless he has, within 30
14 days of the date that the lessee vacated the premises,
15 furnished to the lessee, delivered in person or by mail
16 directed to his last known address, an itemized statement of
17 the damage allegedly caused to the premises and the estimated
18 or actual cost for repairing or replacing each item on that
19 statement, attaching the paid receipts, or copies thereof,
20 for the repair or replacement. If the lessor utilizes his or
21 her own labor to repair any damage caused by the lessee, the
22 lessor may include the reasonable cost of his or her labor to
23 repair such damage. If estimated cost is given, the lessor
24 shall furnish the lessee with paid receipts, or copies
25 thereof, within 30 days from the date the statement showing
26 estimated cost was furnished to the lessee, as required by
27 this Section. If no such statement and receipts, or copies
28 thereof, are furnished to the lessee as required by this
29 Section, the lessor shall return the security deposit in full
30 within 45 days of the date that the lessee vacated the
31 premises.

32 Upon a finding by a circuit court that a lessor has

1 refused to supply the itemized statement required by this
2 Section, or has supplied such statement in bad faith, and has
3 failed or refused to return the amount of the security
4 deposit due within the time limits provided, the lessor shall
5 be liable for an amount equal to twice the amount of the
6 security deposit due, together with court costs and
7 reasonable attorney's fees.
8 (Source: P.A. 86-1302.)

9 (765 ILCS 710/1.5 new)

10 Sec. 1.5. Lessee's failure to return key.

11 (a) Notwithstanding any other provision of this Act, a
12 lessor or lessor's transferee may withhold the entire amount
13 of a lessee's security deposit for the lessee's failure to
14 return a key as provided in Section 10 of the Landlord and
15 Tenant Act. If a lessor or lessor's transferee withholds a
16 security deposit under this Section, then within 30 days
17 after the lessee vacates the premises, the lessor or
18 transferee must give the lessee written notice that the
19 lessor or transferee is withholding the security deposit for
20 the lessee's failure to return a key or keys as required
21 under Section 10 of the Landlord and Tenant Act. The lessor
22 or transferee may give the notice by personal delivery or by
23 mail directed to the lessee's last known address.

24 (b) Notwithstanding any other provision of this Act, a
25 lessor or lessor's transferee is not liable to a lessee for
26 any interest on any portion of the lessee's security deposit
27 if the lessee fails to return a key or keys to leased
28 residential real property as required under Section 10 of the
29 Landlord and Tenant Act.

30 Section 15. The Mobile Home Landlord and Tenant Rights
31 Act is amended by changing Sections 1 and 18 and adding
32 Section 18.5 as follows:

1 (765 ILCS 745/1) (from Ch. 80, par. 201)

2 Sec. 1. Applicability.

3 (a) This Act shall regulate and determine legal rights,
4 remedies and obligations of the parties to any lease of a
5 mobile home or mobile home lot in a mobile home park
6 containing five or more mobile homes within this State. Any
7 lease, written or oral, shall be unenforceable insofar as any
8 provision thereof conflicts with any provision of this Act.

9 (b) This Act is subject to Section 10 of the Landlord
10 and Tenant Act, and the lease of a mobile home constitutes a
11 lease of residential real property for purposes of that
12 Section.

13 (Source: P.A. 81-637.)

14 (765 ILCS 745/18) (from Ch. 80, par. 218)

15 Sec. 18. Security deposit; Interest.

16 (a) If the lease requires the tenant to provide any
17 deposit with the park owner for the term of the lease, or any
18 part thereof, said deposit shall be considered a Security
19 Deposit. Except as provided in Section 18.5, security
20 deposits shall be returned in full to the tenant, provided
21 that the tenant has paid all rent due in full for the term of
22 the lease and has caused no actual damage to the premises.

23 The park owner shall furnish the tenant, within 15 days
24 after termination or expiration of the lease, an itemized
25 list of the damages incurred upon the premises and the
26 estimated cost for the repair of each item. The tenant's
27 failure to object to the itemized list within 15 days shall
28 constitute an agreement upon the amount of damages specified
29 therein. The park owner's failure to furnish such itemized
30 list of damages shall constitute an agreement that no damages
31 have been incurred upon the premises and the entire security
32 deposit shall become immediately due and owing to the tenant.

33 The tenant's failure to furnish the park owner a

1 forwarding address shall excuse the park owner from
2 furnishing the list required by this Section.

3 (b) A park owner of any park regularly containing 25 or
4 more mobile homes shall pay interest to the tenant, on any
5 deposit held by the park owner, computed from the date of the
6 deposit at a rate equal to the interest paid by the largest
7 commercial bank, as measured by total assets, having its main
8 banking premises in this State on minimum deposit passbook
9 savings accounts as of December 31 of the preceding year on
10 any such deposit held by the park owner for more than 6
11 months. However, in the event that any portion of the amount
12 deposited is utilized during the period for which it is
13 deposited in order to compensate the owner for non-payment of
14 rent or to make a good faith reimbursement to the owner for
15 damage caused by the tenant, the principal on which the
16 interest accrues may be recomputed to reflect the reduction
17 for the period commencing on the first day of the calendar
18 month following the reduction. Notwithstanding any other
19 provision of this Section, a park owner is not liable to a
20 tenant for any interest on any portion of the tenant's
21 security deposit if the tenant fails to return a key or keys
22 to a mobile home as required under Section 10 of the Landlord
23 and Tenant Act.

24 The park owner shall, within 30 days after the end of
25 each 12-month period, pay to the tenant any interest owed
26 under this Section in cash, provided, however, that the
27 amount owed may be applied to rent due if the owner and
28 tenant agree thereto.

29 A park owner who willfully fails or refuses to pay the
30 interest required by this Act shall, upon a finding by a
31 circuit court that he willfully failed or refused to pay, be
32 liable for an amount equal to the amount of the security
33 deposit, together with court costs and a reasonable
34 attorney's fee.

1 (Source: P.A. 88-643, eff. 1-1-95.)

2 (765 ILCS 745/18.5 new)

3 Sec. 18.5. Tenant's failure to return key.

4 Notwithstanding any other provision of this Act, a park owner
5 may withhold the entire amount of a tenant's security deposit
6 for the tenant's failure to return a key as provided in
7 Section 10 of the Landlord and Tenant Act. If a park owner
8 withholds a security deposit under this Section, then within
9 15 days after the tenant vacates the premises, the park owner
10 must give the tenant written notice that the park owner is
11 withholding the security deposit for the tenant's failure to
12 return a key or keys as required under Section 10 of the
13 Landlord and Tenant Act. The park owner may give the notice
14 by personal delivery or by mail directed to the tenant's last
15 known address.

16 Section 99. Effective date. This Act takes effect upon
17 becoming law.